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B27 (Official Form 27)(12/13)

#### UNITED STATES BANKRUPTCY COURT

District of New Jersey

In re: DIANE MENNA and GERALD C MENNA

Debtors

Case No.: 14-17041

Chapter: 7



#### REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

- 1. Creditor's Name: Ally Financial serviced by Ally Servicing LLC Assignor to Vehicle Asset Universal Leasing Trust (a.k.a. "VAULT TRUST", or "V.A.U.L. Trust", or "VAULT", or "V.A.U.L.T.") (hereinafter collectively referred to as "Creditor" throughout this reaffirmation package)
- 2. Amount of the debt subject to this reaffirmation agreement: \$8,545.82 on the date of bankruptcy \$8,545.82\* to be paid under reaffirmation agreement \*Amount reaffirmed does not include the Purchase Option of \$24.830.35.
- 3. Annual percentage rate of interest: N/A Lease prior to bankruptcy N/A - Lease under reaffirmation agreement Fixed Rate Adjustable Rate
- 4. Repayment Terms (if fixed rate):

18 regular monthly payments of \$439.89 each starting on April 25, 2014. 2 monthly cure payments of \$209.27 each starting on April 25, 2014.

1 cure payment of \$209.26 due on June 25, 2014.

Lease matures on Oct 24, 2015

- 5. Collateral, if any, securing the debt: Current market value: N/A Lease Description: 2012 CADILLAC SRX VIN: 3GYFNAE36CS607953
- 6. Does the creditor assert that the debt is nondischargeable? Yes No. (If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

### Debtor's Schedule I and J Entries

### Debtor's Income and Expenses as Stated on Reaffirmation Agreement

- \$ 458162 7A. Total monthly income from Schedule I, line 12
- 7B. Monthly income from all sources after payroll deductions

8B. Monthly expenses

s 4581.62

- 8A. Total monthly expenses from Schedule J, line 22
- 9B. Total monthly payments on

9A. Total monthly payments on reaffirmed debts not listed on Schedule J

- reaffirmed debts not included in monthly expenses

10B. Net monthly income (Subtract sum of lines 8B and 9B from line 7B. If total is less than

zero, put the number in brackets.)

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Page 2

11. Explain with specificity any difference between the inco	me amounts (7A and 7B):
SAME BUT GEVAIN IS CAN	SENTEN + hAC MORT
Work Due to charle in	wenther etc & can increase
SAME, BUT CEVALO IS CAP  WORLD DUE TO Charge In  12. Explain with specificity any difference between the expe	ense amounts (8A and 8B): Monthly Income
If line 11 or 12 is completed, the undersigned debtor, and explanation contained on those lines is true correct.	d joint debtor if applicable, certifies that any
Signature of Debtor (only required if line Signa	ature of Joint Debtor (if applicable, and only
11 or 12 is completed) requi	red if line 11 or 12 is completed)
Other Information	
Check this box if the total on line 10B is less than zero. I undue hardship arises (unless the creditor is a credit unio	
of funds available to the Debtor to make the monthly pay	
SEP ABOVE - Nees MO	Tor Vehicle For WORK
Was debtor represented by counsel during the course of negotive Yes No  If the debtor was represented by counsel during the course of counsel executed a certification (affidavit or declaration) in second Yes No	f negotiating this reaffirmation agreement, has
FILER'S CERTIF	ICATION
I hereby certify that the attached agreement is a true agreement between the parties identified on the Reaffirmatio	- •
	Signature
	Print/Type Name & Signer's Relation to Case

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B240A (Form B240A) (4/10)

Check one.
Presumption of Undue Hardship
No Presumption of Undue Hardship
See Debtor's Statement in Support of Reaffirmation,
Part II Below, to determine which box to check.

## UNITED STATES BANKRUPTCY COURT District of New Jersey

In re: DIANE MENNA and		
	GERALD C MENNA	

Case No. 14-17041

**Debtors** 

Chapter 7

#### REAFFIRMATION DOCUMENTS

Name of Creditor: Ally Financial serviced by Ally Servicing LLC
Check this box if Creditor is a Credit Union

#### PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of form.

A. Brief description of the original agreement being reaffirmed: Auto - Lease

For example, auto loan

#### B. *AMOUNT REAFFIRMED:* \$8,545.82\*

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before April 22, 2014, which is the date of the Disclosure Statement portion of this form (Part V). \*Amount reaffirmed does not include the Purchase Option of \$24,830.35.

See the definition of "Amount Reaffirmed" in Part V.C below.

C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is N/A - Lease.
See definition of "Annual Percentage Rate" in Part V.C below.
This is a (check one)  Fixed rate
If the loan has a variable rate, the future interest rate may increase or decrease from the Annual

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

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Form B240A, Reaffirmation Documents

Page 2

D. Ke	). Reaffirmation Agreement Repayment Terms (check and complete one):		
	$\boxtimes$	18 regular monthly payments of \$439.89 starting on April 25, 2014.	
		This lease obligation matures on October 24, 2015.	
	$\boxtimes$	Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. In addition to the regular payments above, the existing payment defaults shall be cured as follows:	
		2 monthly cure payments of \$209.27 starting on April 25, 2014. 1 cure payment of \$209.26 due on June 25, 2014.	
E. De	scrib	e the collateral, if any, securing the debt:	
		scription: Leased Vehicle - <u>2012 CADILLAC SRX VIN: 3GYFNAE36CS607953</u> rent Market Value: <u>N/A - Leased Vehicle owned by Creditor</u>	
	F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?		
		Yes. What was the purchase price for the collateral? No. What was the amount of the original loan?  No. What was the amount of the original loan?  N/A Leased Vehicle	
		the changes made by this Reaffirmation Agreement to the most recent credit terms on firmed debt and any related agreement: <i>No changes made.</i> *	
	Hov	nder the parties' current agreement, any existing payment defaults are immediately due and payable. wever, pursuant to this reaffirmation agreement, Creditor is allowing the Debtor(s) to cure said defaults r time (see Repayment Terms above).	
Н. [	cor Per	eck this box if the creditor is agreeing to provide you with additional future credit in nection with this Reaffirmation Agreement. Describe the credit limit, the Annual creentage Rate that applies to future credit and any other terms on future purchases and vances using such credit:	

Form B240A, Reaffirmation Documents

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## PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agree Check one. Yes No	eement?
B. Is the creditor a credit union?  Check one. Yes No	
C. If your answer to EITHER question A. or B. above is "No" complete 1. and 2	. below.
1. Your present monthly income and expenses are:	
a. Monthly income form all sources after payroll deductions (take-home pay plus any other income)	\$ 45 8/.62
<ul> <li>b. Monthly expenses (including all reaffirmed debts except this one)</li> </ul>	\$ <u>5411.73</u>
c. Amount available to pay this reaffirmed debt (subtract b. from a.)	\$
d. Amount of monthly payment required for this reaffirmed debt	\$ 439.85
If the monthly payment on this reaffirmed debt (line d.) is greater than the amou available to pay this reaffirmed debt (line c.), you must check the box at the top of says "Presumption of Undue Hardship". Otherwise, you must check the box at to one that says "No Presumption of Undue Hardship".	of page one that
<ol><li>You believe that this reaffirmation agreement will not impose an undue has or your dependents because:</li></ol>	ardship on you
Check one of the two statements below, if applicable:  You can afford to make the payments on the reaffirmed debt because income is greater than your monthly expenses even after you include expenses the monthly payments on all debts you are reaffirming, inc	in your
You can afford to make the payments on the reaffirmed debt even the monthly income is less than your monthly expenses after you include expenses the monthly payments on all debts you are reaffirming, includes because:  Debtor work as carpeter seasonal of a spring a summer to incense monthly weens what we had a for work	e in your luding this one,

Use an additional page if needed for a full explanation.

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Form B240A, Reaffirmation Documents Page 4

D. If your answers to BOTH questions A. and B. above were "Yes", check the following statement, if applicable:
You believe this reaffirmation agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.
Also, check the box at the top of page one that says "No Presumption of Undue Hardship".

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Form B240A, Reaffirmation Documents

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Desc Main

## PART III. CERTIFICATION BY DEBTORS AND SIGNATURES OF PARTIES

We hereby certify that:

- We agree to reaffirm and assume the debt described above; (1)
- Before signing this reaffirmation agreement, We read the terms disclosed in this (2)Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is (3) true and complete;
- We are entering into this agreement voluntarily and fully informed of our rights (4) and responsibilities; and
- We have received a copy of this completed and signed Reaffirmation Documents form. (5)

Date: 5/14	Signature	Agreement, both debtors must sign.):  Debtor
Date: 5/12/14	Signature	Joint Debtor, if any

Creditor

Ally Financial serviced by Ally

Servicing LLC

Print Name of Representative

PO Box 130424, Roseville, MN 55113-0004

Address

Signature

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Signature of Debtor

Print Name of Debtor's Attorney

Form B240A, Reaffirmation Documents

Page 6

#### PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

#### A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

- 6. When will this reaffirmation agreement be effective?
  - a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement
    - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
    - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
  - b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

#### B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure
  that you can afford to make the payments that you are agreeing to make and that you have
  received a copy of the Disclosure Statement and a completed and signed Reaffirmation
  Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney section (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

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Form B240A, Reaffirmation Documents

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#### C. DEFINITIONS

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2 "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3 "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

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B240B (Form B240B) (12/09)

# UNITED STATES BANKRUPTCY COURT District of New Jersey

In re: DIANE MENNA and

Case No. 14-17041

GERALD C MENNA

Chapter 7

Debtors

## MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

We the debtors, affirm the following to be true and correct:

We are not represented by an attorney in connection with this reaffirmation agreement.

We believe this reaffirmation agreement is in our best interest based on the income and expenses We have disclosed in my Statement in Support of Reaffirmation Agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, we ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes):
☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)
☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B240A, Reaffirmation Documents).
Signed: Mular
(Debtor) (Joint Debtor, if any)
m .

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B240C ALT (Form 240C ALT) (04/10)

# UNITED STATES BANKRUPTCY COURT District of New Jersey

In re: DIANE MENNA and

Case No. 14-17041

GERALD C MENNA

Debtors

Chapter 7

## ORDER ON REAFFIRMATION AGREEMENT

reaffirmation ag Financial service	ANE MENNA and GERALD C MENNA have filed a motion for approval of the greement dated made between the debtors and creditor Ally sed by Ally Servicing LLC. The court held the hearing required by 11 U.S.C. § 524(d) on btors and the creditor on
COURT ORE	PER [Court use only]:
rea	e court grants the debtors' motion under 11 U.S.C. §524(c)(6)(A) and approves the ffirmation agreement described above as not imposing an undue hardship on the debtors ependent of the debtors and as being in the best interest of the debtors.
☐ The	e court grants the debtors' motion under 11 U.S.C. §524(k)(8) and approves the ffirmation agreement described above.
The	e court does not disapprove the reaffirmation agreement under 11 U.S.C. § 524(m).
Th	e court disapproves the reaffirmation agreement under 11 U.S.C.§ 524(m).
☐ Th	e court does not approve the reaffirmation agreement.
	BY THE COURT
D. ()	
Date:	United States Bankruptcy Judge

LIENHOLDER(S) 03634 74602 10300 ALLY FINANCIAL INC Menna V89BYM

#### What You Owe at Lease End (Cont.)

Case 14-17041-MBK Duc 3: Flier 16126/14 : Entered 06/26/14 17:30:37 Desc Main

11. Case unknys is were not referred with a Control by Oppuration which to Control be allowed by the Control be an extracted by the Control bear extracted

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rest (pay to day).

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PO Box 130424 Roseville, MN 55113-0004

June 18, 2014

Court of NJ 402 E STATE STREET TRENTON, NJ 08608

Re: DIANE MENNA and GERALD C MENNA, Case #: 14-17041

Account No.: XXXXXXXX9751 Vehicle: 2012 CADILLAC SRX VIN: 3GYFNAE36CS607953

Dear Clerk of Court:

Enclosed please find an original and appropriate number of copies of the following document(s) for filing in the above referenced case:

Reaffirmation Agreement

Thank you for your anticipated cooperation and please do not hesitate to contact me directly at the number below with any questions.

Sincerely,
C. Bernloehr
Agent
Ally Financial serviced by Ally Servicing LLC
800-495-1578
Fax: 651-367-2005

**Enclosure**